

Avraham Zvi Cutler  
Ballon Stoll Bader & Nadler  
729 7th Ave., 17th Fl.  
New York, NY 10019  
State Bar No. 028441  
Fax: 212-764-5060  
avicutler@gmail.com  
Tel: 718-578-7711

*Attorney for Plaintiff Paula Kitchen*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

Paula Kitchen,	)	No.: _
Plaintiff,	)	
vs.	)	<b>COMPLAINT</b>
Concord Servicing Company d/b/a	)	
Blackwell Recovery	)	
Defendant	)	

Plaintiff Paula Kitchen ("Plaintiff") by and through her attorneys, Ballon Stoll Bader & Nadler, P.C. as and for her Complaint against Defendant Concord Servicing Company d/b/a Blackwell Recovery, ("Defendant") respectfully sets forth, complains and alleges, upon information and belief, the following:

**JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331, as well as 15 U.S.C. § 1692 *et seq.*

- 1 2. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2).
- 2 3. Plaintiff brings this action for damages and declaratory and injunctive relief arising
- 3 from the Defendant's violation(s) of 15 U.S.C. § 1692 *et seq.*, commonly known as
- 4 the Fair Debt Collections Practices Act ("FDCPA").
- 5
- 6

7 **PARTIES**

8

- 9 4. Plaintiff is a resident of the State of Arizona, County of Pima, residing at 7849 E.
- 10 Lester Street, Tucson, AZ 85715.
- 11 5. Defendant is a "debt collector" as the phrase is defined in 15 U.S.C. § 1692(a)(6) and
- 12 used in the FDCPA, with an address at 4150 N. Drinkwater Blvd., Ste 200, Scottsdale,
- 13 AZ 85251.
- 14
- 15

16 **FACTUAL ALLEGATIONS**

17

- 18 6. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as
- 19 though fully stated herein with the same force and effect as if the same were set forth
- 20 at length herein.
- 21
- 22 7. On information and belief, on a date better known to Defendant, Defendant began
- 23 collection activities on an alleged consumer debt from the Plaintiff ("Alleged Debt").
- 24 8. The Alleged Debt was incurred as a financial obligation that was primarily for
- 25 personal, family or household purposes and is therefore a "debt" as that term is
- 26 defined by 15 U.S.C. § 1692a(5).
- 27
- 28

1 9. On or around July 5, 2016, Plaintiff received a collection letter from Defendant. (See  
2 Exhibit A attached hereto).

3 10. The letter in the third paragraph stated "While we are attempting to verify your debt,  
4 we will stop collection efforts."  
5

6 11. This statement was deceptive and false as Plaintiff received another collection letter  
7 from Defendant dated that same day (See Exhibit B attached hereto).  
8

9 12. The second letter was trying to collect the debt, despite the debt not yet being  
10 verified.

11 13. As a result of Defendant's improper debt collection practices described above,  
12 Plaintiff has been damaged.  
13

14  
15 **FIRST CAUSE OF ACTION**  
16 **(Violations of the FDCPA)**

17 14. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as  
18 though fully stated herein with the same force and effect as if the same were set forth  
19 at length herein.

20 15. Defendant's debt collection efforts attempted and/or directed towards Plaintiff violate  
21 various provisions of the FDCPA, including but not limited to 15 U.S.C. §§ 1692e,  
22 1692e(2), 1692e(10), 1692f, 1692f(1) and 1692g(b).  
23

24 16. As a result of the Defendant's violations of the FDCPA, Plaintiff has been damaged  
25 and is entitled to damages in accordance with the FDCPA.  
26

27 **PRAYER FOR RELIEF**

28 **WHEREFORE**, Plaintiff demands judgment from the Defendant as follows:

- 1 a) For actual damages provided and pursuant to 15 U.S.C. § 1692k(a)(1);  
2 b) For statutory damages provided and pursuant to 15 U.S.C.  
3 § 1692k(a)(2)(A);  
4  
5 c) For attorney fees and costs provided and pursuant to 15 U.S.C.  
6 § 1692k(a)(3);  
7  
8 d) A declaration that the Defendant's practices violated the FDCPA; and  
9 e) For any such other and further relief, as well as further costs, expenses and  
10 disbursements of this action as this Court may deem just and proper.  
11  
12

13 DATED, this 13<sup>th</sup> day of June, 2017

14 s/Avraham Cutler

15 Avraham Zvi Cutler

16 **Ballon Stoll Bader & Nadler**

17 *Attorneys for Plaintiff Paula Kitchen*  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT A

Blackwell Recovery  
4150 N. Drinkwater Blvd., Suite 200  
Scottsdale, AZ 85251-3643



07/05/2016

PAULA KITCHEN  
7849 E LESTER ST  
TUCSON, AZ 85715-4519

RE: Account No.: 17740002066  
WYNDHAM VACATION RESORTS

Dear PAULA KITCHEN,

This communication is from a debt collector.

Your recent inquiry and/or dispute concerning your account has been received and is currently being researched. As soon as this research has been completed, you will be notified of our findings.

While we are attempting to verify your debt, we will stop collection efforts. Please be aware that if this debt is determined to be valid and unpaid, we will send you written verification of the debt. In such event, you will be expected to continue making monthly payments on a timely basis. In addition, if your account is currently setup on SurePay, our automatic payment plan, please be informed this service will be temporarily discontinued until resolution of the dispute. If you wish, however, you may continue making payments during our investigation of your dispute.

We will be asking WYNDHAM VACATION RESORTS for debt verifying information in an effort to resolve your dispute. If you should have any questions in reference to this information, please contact Blackwell Recovery at 855-675-5279 OR 480-684-1789.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Blackwell Recovery  
4150 N. Drinkwater Blvd., Suite 200  
Scottsdale, AZ 85251-3643

AW

# EXHIBIT B

Blackwell Recovery  
4150 N. Drinkwater Blvd., Suite 200  
Scottsdale, AZ 85251-3643



07/05/2016

PAULA KITCHEN  
7849 E LESTER ST  
TUCSON, AZ 85715-4519

RE: WYNDHAM VACATION RESORTS  
ACCOUNT NO.: 17740002066

This is a communication from a debt collector.

This letter will serve to inform you that Blackwell Recovery has been given the authority to settle the above referenced account for (a) a payment from you in the amount of \$4,395.00 and (b) a properly executed and notarized deed-back form. This payment, made payable to WYNDHAM VACATION RESORTS, should be sent to the following address:

Blackwell Recovery  
4150 N. Drinkwater Blvd., Suite 200  
Scottsdale, AZ 85251-3643  
Dept. 120

A Warranty Deed in Lieu of Foreclosure form will follow this letter. Upon receipt of your settlement payment and the properly executed and notarized deed-back document, the account balance will be reduced to zero (\$0.00). Failure to comply with both of these provisions will negate this settlement and obligate you to WYNDHAM VACATION RESORTS for the entire balance of your note, minus any recent payments.

Upon completion of items (a) and (b) above, WYNDHAM VACATION RESORTS will process and send you the document(s) reflecting satisfaction of your obligation. We will also file a satisfaction of debt on your credit report.

This settlement offer is void after 07/25/2016, unless other arrangements have been made with Blackwell Recovery. If you wish to discuss this information, you may call 855-675-5279 OR 480-684-1789.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,

Blackwell Recovery

BWR.DIL.NO DOCS

Blackwell Recovery  
4150 N. Drinkwater Blvd., Suite 200  
Scottsdale, AZ 85251-3643